



## LETTER OF COMMITMENT

March 22, 2022

CHS AZ, LLC  
101 N. 1st Avenue, Suite 800  
Phoenix, Arizona 85003  
Attn: Sara Tirschwell, CEO

Re: CHS AZ, LLC

Dear Ms. Tirschwell:

We refer to the proposal submitted in response to RFP No. BPM003905 by CHS AZ, LLC, a YesCare company ("CHS"), and to CHS's responses to the Arizona Department of Corrections, Rehabilitation and Reentry's ("ADCRR") request for clarifications dated March 15, 2022.

Should the ADCRR awards CHS the contract to deliver inmate correctional health care in Arizona State Prison complexes as described in the RFP referenced above (the "Contract"), Geneva Consulting LLC irrevocably undertakes to provide CHS with all of the financial and other resources necessary for CHS to perform the services specified in the Contract (the "Commitment").

The ADCRR shall be an express third party beneficiary of this letter agreement and, subject to the terms and conditions set forth herein, including, without limitation, the following paragraph hereof, shall be entitled to exercise all rights and remedies available at law or in equity to specifically enforce this letter agreement against the undersigned and with the right to enforce such provisions as fully as if it were a party hereto, notwithstanding that CHS may decide not to pursue such enforcement.

Notwithstanding anything that may be expressed or implied in this letter agreement, CHS, by its acceptance of the benefits of this letter agreement, covenants, agrees and acknowledges that no person other than the undersigned shall have any obligation hereunder and that, notwithstanding that the undersigned is a limited liability company, no recourse hereunder or under any documents or instruments delivered in connection herewith shall be had against any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate or assignee of any of the undersigned or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate or assignee of any of the foregoing, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agree and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate or assignee of the undersigned or any former, current or future director, officer, employee, agent, general or limited partner, manager, member, stockholder, affiliate or assignee of any of the foregoing, as such, for any obligations of the undersigned under this letter agreement or any documents or instrument delivered in connection herewith or for any claim based on, in respect of, or by reason of such obligations or their creation.

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Geneva Consulting, LLC  
895 Third Avenue, 29<sup>th</sup> Floor  
New York, New York 10022

Exhibit #

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Confidential



The undersigned represents and warrants that: (i) it has the requisite power and authority to enter into this letter agreement and to perform its obligations hereunder; (ii) the execution, delivery and performance of this letter agreement have been duly and validly authorized by all necessary action and does not contravene, conflict with or result in any violation of any provision of its certificate of formation or partnership agreement or any law, regulation, rule, decree, order, judgment or contractual provision applicable to or binding on it or its assets or properties; (iii) all consents, approvals, authorizations, permits of, filings with and notifications to, any governmental or regulatory authority necessary for the due execution, delivery and performance of this letter agreement have been obtained or made and all conditions thereof have been duly complied with; and (iv) this letter agreement constitutes a valid and binding obligation of it enforceable against it in accordance with the terms hereof.

This letter agreement, and the rights and obligations pursuant to this letter agreement, may not be assigned except with the prior written consent of the other party hereto. This letter agreement may not be withdrawn, rescinded or amended, nor any provision herein waived, except by an instrument in writing signed by each of the parties hereto.

This letter agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed and delivered by both parties hereto, it being understood that each party need not sign the same counterpart.

Very truly yours,

GENEVA CONSULTING LLC

By: 

Name: David Gefner

Title: CEO

Acknowledged and agreed as of the date first written above:

CHS AZ, LLC

By: 

Name: Sara Tirschwell

Title: CEO

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895 Third Avenue, 29<sup>th</sup> Floor  
New York, New York 10022